

1 Christopher P. Walker, Esq – SBN 174533
2 LAW OFFICE OF CHRISTOPHER P. WALKER, P.C.
3 505 S. Villa Real Drive, Suite 103
Anaheim Hills, CA 92807
Telephone: (714) 639-1990
Facsimile: (714) 637-1636
4 Attorneys for Debtors and Debtors in Possession
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8 **UNITED STATES BANKRUPTCY COURT**
9 **FOR THE DISTRICT OF CALIFORNIA**
10 **SANTA ANA DIVISION**

11 In re Case No. 14-16651-ES
12 **CREATIVE OUTDOOR**
13 **DISTRIBUTORS, USA, INC.,**
14 Debtor.

Chapter 11

**DEBTOR'S NOTICE OF MOTION AND
MOTION FOR ORDER APPROVING:**

**(1) DISMISSAL OF BANKRUPTCY
CASE; AND**
**(2) RESERVATION OF
JURISDICTION FOR PAYMENT
OF ANY U.S. TRUSTEE FEES AND
ANY FEE APPLICATIONS**

**MEMORANDUM OF POINTS AND
AUTHORITES AND DECLARATION
OF BRIAN HOROWITZ**

[No Hearing Set]

23
24 **TO THE HONORABLE ERITHE A. SMITH, UNITED STATES BANKRUPTCY**
25 **JUDGE AND ALL INTERESTED PARTIES:**

26 **CREATIVE OUTDOOR DISTRIBUTORS, USA, INC., Debtor and Debtor-in-**
27 **Possession herein (“Debtor”), for the Chapter 11 estate in the above-referenced bankruptcy case,**
28 **hereby does move this Court pursuant to Federal Rules of Bankruptcy Procedure 9019(a) for an**

1 order dismissing the case pursuant to Section 1112, and reserving jurisdiction for payment of any
2 owed U.S. Trustee fees AND any fee applications (the "Motion").

3 This Motion is based upon the attached Memorandum of Points and Authorities, the
4 Declaration of Brian Horowitz in support thereof, all other pleadings and files in this matter and
5 upon such additional evidence and argument as may be presented at or before the time of the
6 hearing on this matter.

7 Wherefore, the Debtor requests that the Motion be granted.

8 **IF YOU DO NOT OPPOSE THE MOTION, YOU NEED TAKE NO FURTHER
ACTION. IF YOU OBJECT TO THE MOTION, PURSUANT TO LOCAL BANKRUPTCY
RULE 9013-1(o)(1), OBJECTIONS AND A WRITTEN REQUEST FOR HEARING MUST
BE FILED WITH THE COURT WITHIN 14 DAYS OF THE DATE OF SERVICE OF THIS
NOTICE. YOU MUST FILE YOUR OBJECTION AND REQUEST FOR A HEARING
WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT LOCATED AT
411 WEST FOURTH STREET, SANTA ANA, CALIFORNIA 92701. YOU MUST SERVE A
COPY OF YOUR OBJECTION TO THE MOTION AND REQUEST FOR A HEARING ON
THE DEBTOR'S COUNSEL AT THE ADDRESS INDICATED IN THE UPPER LEFT-
HAND CORNER OF THIS NOTICE, AND UPON THE OFFICE OF THE UNITED
STATES TRUSTEE LOCATED AT 411 WEST FOURTH STREET, SUITE 9041, SANTA
ANA, CALIFORNIA 92701. UPON RECEIPT OF A WRITTEN OBJECTION AND
REQUEST FOR A HEARING, THE DEBTOR'S COUNSEL WILL OBTAIN A HEARING
DATE AND GIVE APPROPRIATE NOTICE THEREOF. ANY FAILURE TO TIMELY
FILE AND SERVE OBJECTIONS MAY RESULT IN ANY SUCH OBJECTIONS BEING
WAIVED.**

17 DATED: December 3, 2014

18 **THE LAW OFFICE OF CHRISTOPHER P.
WALKER, P.C.**

19 By:s/Christopher P. Walker
20 Christopher P. Walker, Esq.,
21 Attorneys for Debtor and Debtor-in-Possession

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND STATEMENT OF FACTS

This case was commenced due in large part due to a dispute with its landlord CWCA O'DONNELL IRVINE 65, LLC, among others. The dispute would have likely forced Debtor to shut down. Debtor has resolved that dispute and adversary case with an agreement that Debtor will move out of the rental location in an orderly manner and pay certain amounts in exchange. Moreover, the settlement resolves the issues with one of Debtor's creditors and the primary reason Debtor filed for bankruptcy protection, thus there is no longer a purpose for the pending bankruptcy case.

With the approval of the agreement to move out, there is no further need to continue to the bankruptcy case. Debtor believes that he can resolve all issues with his other creditors outside the bankruptcy process.

II. ARGUMENT

A. Dismissal of the Debtor's Bankruptcy Case

1. Debtor Seeks to Disburse Funds From the Debtor-in-Possession
to Pay Any Remaining U.S. Trustee Claims

Prior to dismissal, the administrative claims of the United States Trustee will be paid current. The only other administrative claim will be to Debtor's counsel which likely will have exhausted its pre-petition retainer through properly noticed fee notices. The law office of Christopher P. Walker used up approximately \$7,000 of the pre-petition retainer of \$10,000 prior to filing the case. It is anticipated that the remaining retainer will be used up in post petition fees. Debtor will apply for approval of the fees

**2. It is in the Best Interest of the Estate, and Cause Exists, for the
Voluntary Dismissal of Debtor's Chapter 11 Case.**

11 U.S.C. § 1112(b) provides for the voluntary dismissal of a chapter 11 proceeding if in the best interests of creditors and the estate on request of a party in interest.

The case should be dismissed as the primary reason Debtor filed for bankruptcy protection was to resolve the issue with its landlord. All of the administrative claims will be paid or provided

1 for prior to dismissal. Debtor believes he has minimal other unsecured debt which he can resolved
2 outside of the Bankruptcy Court. Accordingly, there is no basis in which to keep the case open.

3 Based upon the above, Debtor respectfully requests that the case be dismissed, reserving
4 jurisdiction for to pay the US. Trustee fees.

5 **III. CONCLUSION**

6 Wherefore, Debtor respectfully requests the Court authorize the Debtor to enter into the
7 Settlement Agreement with the Reilly and dismiss the bankruptcy case, the adversary case and ,
8 reserving jurisdiction to hear final fee application.

9 DATED: December 3, 2014

**THE LAW OFFICE OF CHRISTOPHER P.
WALKER, P.C.**

11 By:/s/Christopher P. Walker
12 Christopher P. Walker, Esq.,
13 Attorneys for Debtor and Debtor-in-Possession

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DECLARATION OF BRIAN HOROWITZ

2 I, Brian Horowitz, declare and state:

I am the president of debtor in the above-captioned bankruptcy case ("Debtor"). I have personal knowledge of the facts alleged herein and if called upon as a witness, I could and would competently testify thereto.

6 1. The Petition commencing this case under Chapter 11 of the Bankruptcy Code was filed
7 on November 10, 2014.

11 3. Debtor and its landlord CWCA O'DONNELL IRVINE 65, LLC have agreed to enter
12 into a settlement whereby Debtor will pay its landlord certain amounts in exchange for the right
13 to remain in the premises until March 2015, the Adversary Case will be dismissed and Debtor
14 will be able to move out and not have to shut the business down. Attached as Exhibit 1 hereto is
15 a true and correct copy of the settlement, which is incorporated herein by this reference.

16 5. I believe Debtor can better deal with my remaining, smaller creditors outside of
17 bankruptcy. All fee applications should be resolved by this Court and paid by Debtor

18 I declare under penalty of perjury under the laws of the United States of America that the
19 foregoing is true and correct.

20 Dated: Dec November 3, 2014

By:

Brian Horowitz

Exhibit 1

1 Christopher P. Walker (Bar No. 174533)
1 LAW OFFICE OF CHRISTOPHER P. WALKER, P.C.
2 505 S. Villa Real Drive, Suite 103
2 Anaheim Hills, California 92807
3 Telephone: (714) 639-1990
3 Facsimile: (714) 637-1637

4 [Proposed] General Insolvency Counsel
4 for Debtor and Debtor-in-Possession
5

6 Jeanne M. Jorgensen (Bar No. 185494)
6 Catherine M. Page (Bar No. 150484)
7 PAGE & JORGENSEN LLP
7 1101 Dove Street, Suite 220
8 Newport Beach, California 92660
8 Telephone: (949) 250-7181
9 Facsimile: (949) 250-3125
9 E-Mail: jjorgensen@pj-law.com
cpage@pj-law.com

10 Attorneys for CWCA O'Donnell Irvine 65, L.L.C.
11

12 UNITED STATES BANKRUPTCY COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 SANTA ANA DIVISION

15 In re
16 CREATIVE OUTDOOR DISTRIBUTOR
17 USA, INC.,
18 Debtor.

Case No. 8:14-bk-16651-ES

Chapter 11

**STIPULATION FOR ORDER
GRANTING CWCA O'DONNELL
IRVINE 65, L.L.C.'S MOTION FOR
RELIEF FROM THE AUTOMATIC
STAY (UNLAWFUL DETAINER)**

Hearing:

Date: December 16, 2014

Time: 9:30 a.m.

Dept.: Courtroom 5A
411 West Fourth Street
Santa Ana, CA 92701

25 Creative Outdoor Distributor USA, Inc., on the one hand, and CWCA O'Donnell
26 Irvine 65, L.L.C., on the other hand, by and through their respective counsel, enter into the
27 following stipulation:
28

RECITALS:

2 A. On or about February 11, 2013, debtor Creative Outdoor Distributor USA,
3 Inc. (the "Debtor"), as tenant, and CWCA O'Donnell Irvine 65, L.L.C. ("Landlord"), as
4 landlord, entered into a written Multi-Tenant Industrial Triple Net Lease (the "Lease") for
5 those certain commercial premises located at 2102-A Alton Parkway, Irvine, California
6 (the "Premises").

7 B. As a result of the Debtor's defaults under the Lease, Landlord served the
8 Debtor with a Three-Day Notice to Pay Rent or Quit on September 20, 2013; the Debtor
9 failed to cure the amounts stated in the notice.

10 C. On September 25, 2013, Landlord commenced an unlawful detainer action
11 by filing its Verified Complaint for Unlawful Detainer in the Superior Court of California,
12 County of Orange – Central Justice Center, styled as *CWCA O'Donnell Irvine 65, L.L.C. v.*
13 *Creative Outdoor Distributors, Inc. et al.*, Case No. 30-2013-00677640-CU-UD-CJC (the
14 "State Court Lawsuit").

15 D. On March 6, 2014, a Judgment for Possession and for Monetary Damages
16 (the "Judgment") was entered in the State Court Lawsuit. Tenant acknowledges that
17 \$29,837.44 of the monetary damages awarded in the Judgment remain unsatisfied.

18 E. On September 9, 2014, a Writ of Possession of Real Property ("Writ of
19 Possession") was issued in the State Court Lawsuit.

20 F. On November 10, 2014, the Debtor filed a voluntary petition under chapter
21 11 of title 11 of the United States Code, commencing the above-referenced case, which is
22 currently pending in the United States Bankruptcy Court for the Central District of
23 California, Santa Ana Division (the "Bankruptcy Case").

24 G. On November 11, 2014, the Debtor filed its Complaint for: 1. Fraud; 2.
25 Accounting; 3. Breach of Contract; and 4. Temporary Restraining Order and Preliminary
26 Injunction, commencing Adversary Case No. 8:14-ap-01294-ES (the "Adversary
27 Proceeding"). Landlord has not yet responded to the complaint in the Adversary
28 Proceeding.

1 H. On November 17, 2014, Landlord filed herein its Motion for Relief from the
2 Automatic Stay or for Order Confirming that the Automatic Stay Does Not Apply Under
3 11 U.S.C. § 362(l) (Unlawful Detainer) (the "Motion"). A hearing on the Motion is
4 scheduled for December 16, 2014.

I. The Debtor intends to file a motion to dismiss the Bankruptcy Case
NOW, THEREFORE, in consideration of the promises and the mutual covenants
contained herein, and for other consideration, the receipt and sufficiency of which is
hereby acknowledged, the Debtor and Landlord hereby stipulate and agree as follows:

STIPULATION:

10 1. The Debtor consents to the Court's granting of the Motion and entry of an
11 Order Granting Motion for Relief from Stay Under 11 U.S.C. § 362 (Unlawful Detainer) in
12 the form and on the terms set forth in Exhibit "A" hereto (the "Order").

13 2. Within five business days of the execution of this Stipulation, the Debtor will
14 dismiss the Adversary Proceeding, with prejudice.

15 3. Notwithstanding the Order, or any subsequent dismissal of the Bankruptcy
16 Case, Landlord will not cause the Debtor to be locked out prior to March 15, 2015 (the
17 "Conditional Vacate Date"), provided that the Debtor timely makes each of the following
18 adequate protection payments to Landlord: (a) a payment of \$15,197.83 on or before
19 November 17, 2014; (b) a payment of \$21,711.19 on or before November 24, 2014; (c) a
20 payment of \$21,711.19 on or before December 1, 2014; (d) a payment of \$5,000 for post-
21 petition attorneys' fees on or before December 15, 2014; (e) a payment of \$21,711.19 on or
22 before January 1, 2015; (f) a payment of \$10,855.60 on or before February 1, 2015; and (g)
23 if the Bankruptcy Case is dismissed prior to the Conditional Vacate Date, each of the
24 payments set forth in paragraph 4 below.

25 4. If the Debtor proceeds with a voluntary motion to dismiss this Bankruptcy
26 Case, and as a further condition of not causing the Debtor to be locked out prior to the
27 Conditional Vacate Date, the Debtor agrees to make the following additional payments to
28 Landlord: (i) a payment of \$6,513.36 within two business days of the date that an Order

1 dismissing the Bankruptcy Case is entered (the "Dismissal Date"); (ii) a payment of
2 \$15,000 on or before the date that is twenty days after the Dismissal Date; and (iii) a
3 payment of \$14,839.44 on or before the date that is forty-five days after the Dismissal
4 Date.

5 5. All payments required by this Stipulation shall be made by wire transfer in
6 accordance with the wire instructions set forth on page 1 of the Lease, and shall be
7 received by Landlord on or before the due date for the payment. If the Debtor fails to
8 make any payment as required by this Stipulation and when due, Landlord may, without
9 further notice, immediately instruct the Sheriff to enforce the Writ of Possession, or any
10 subsequently issued writ of possession, and cause the Debtor to be locked out of the
11 Premises, in accordance with applicable non-bankruptcy law, without further order of the
12 Court.

13 6. On the Conditional Vacate Date (unless Landlord has recovered possession
14 prior to the Conditional Vacate Date), the Debtor shall deliver possession of the Premises
15 to Landlord in the condition required by paragraph 18.9.2 and Exhibit H of the Lease. The
16 Debtor expressly acknowledges and agrees that if, on the earlier of the Conditional Vacate
17 Date or the date that is five business days after the Debtor is evicted from the Premises,
18 any personal property remains on the Premises ("Remaining Personal Property"), such
19 Remaining Personal Property shall be deemed abandoned by the Debtor and Landlord shall
20 be entitled, with no further notice to the Debtor, to dispose of such Remaining Personal
21 Property in any manner it deems fit. The Debtor hereby waives any and all right, title and
22 interest in or to said Remaining Personal Property, including without limitation its rights
23 under California Civil Code sections 1993 et seq. and /or 1980 et seq.

24 7. During the time that the Debtor remains in possession of the Premises,
25 Landlord shall have full access rights to the Premises, including without limitation access
26 to market and show the Premises to prospective new tenants.

27 8. The Debtor reaffirms and agrees that (a) the Lease terminated by operation
28 of law no later than September 23, 2013; (b) the Lease has not been reinstated and no

1 tenancy relationship has been or shall be created as a result of the Debtor's continued
2 possession of the Premises; and (c) the Debtor shall perform all of the obligations of
3 "Tenant" under the Lease, including without limitation Tenant's insurance obligations,
4 until possession of the Premises is returned to Landlord. The Debtor further acknowledges
5 and agrees that nothing in this Stipulation is intended to be or shall be construed as a
6 waiver of any of Landlord's rights under the Judgment or applicable law, all of which
7 rights are expressly reserved.

8 9. This Stipulation shall remain binding on the parties notwithstanding any
dismissal of the Bankruptcy Case.

10 11. This Stipulation may be executed by fax or email and/or in counterparts and,
if so executed, each fax and/or email and/or counterpart shall have the full force and effect
12 of an original, and all of which when executed shall constitute one and the same document.

13
14 Dated: November 25, 2014

LAW OFFICE OF CHRISTOPHER P.
WALKER, P.C.

15
16 By: CHRISTOPHER P. WALKER
17 [Proposed] General Insolvency Counsel
18 for Debtor and Debtor-in-Possession

19
20 Dated: November , 2014

PAGE & JORGENSEN LLP

21 By: JEANNE M. JORGENSEN
22 Attorneys for CWCA O'Donnell Irvine
23 65, L.L.C.
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1 tenancy relationship has been or shall be created as a result of the Debtor's continued
2 possession of the Premises; and (c) the Debtor shall perform all of the obligations of
3 "Tenant" under the Lease, including without limitation Tenant's insurance obligations,
4 until possession of the Premises is returned to Landlord. The Debtor further acknowledges
5 and agrees that nothing in this Stipulation is intended to be or shall be construed as a
6 waiver of any of Landlord's rights under the Judgment or applicable law, all of which
7 rights are expressly reserved.

8 9. This Stipulation shall remain binding on the parties notwithstanding any
9 dismissal of the Bankruptcy Case.

10 10. This Stipulation may be executed by fax or email and/or in counterparts and,
11 if so executed, each fax and/or email and/or counterpart shall have the full force and effect
12 of an original, and all of which when executed shall constitute one and the same document.

13

14 Dated: November ___, 2014

LAW OFFICE OF CHRISTOPHER P.
WALKER, P.C.

15

16 By: CHRISTOPHER P. WALKER
17 [Proposed] General Insolvency Counsel
18 for Debtor and Debtor-in-Possession

19

Dated: November 26, 2014

PAGE & JORGENSEN LLP

20

21

By: /s/ Jeanne M. Jorgensen
22 JEANNE M. JORGENSEN
23 Attorneys for CWCA O'Donnell Irvine
24 65, L.L.C.

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EXHIBIT A

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Jeanne M. Jorgensen (CA Bar No. 185494) Catherine M. Page (CA Bar No. 150484) PAGE & JORGENSEN LLP 1101 Dove Street, Suite 220 Newport Beach, CA 92660 Telephone: (949) 250-7181 Facsimile: (949) 250-3125 Email: jjorgensen@pj-law.com cpage@pj-law.com	FOR COURT USE ONLY
<input checked="" type="checkbox"/> Attorney for Movant <input type="checkbox"/> Movant appearing without an attorney	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION	
In re: Creative Outdoor Distributor USA, Inc.	CASE NO.: 8:14-bk-16651-ES CHAPTER: 11
	ORDER GRANTING MOTION FOR RELIEF FROM STAY UNDER 11 U.S.C. § 362 (UNLAWFUL DETAINER)
	DATE: 12/16/2014 TIME: 9:30 am COURTROOM: 5A PLACE: 411 West Fourth Street, Santa Ana, CA 92701
Debtor(s).	
Movant: CWCA O'Donnell Irvine 65, L.L.C.	

1. The Motion was: Opposed Unopposed Settled by stipulation
2. This order applies to the following real property (Property):
Type of property: Residential Nonresidential
Street Address: 2102-A Alton Parkway
Unit/Suite number:
City, State, Zip Code: Irvine, CA 92606
3. The Motion is granted under:
 - a. 11 U.S.C. § 362(d)(1)
 - b. 11 U.S.C. § 362(d)(2)

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

c. 11 U.S.C. § 362(d)(4). The filing of the bankruptcy petition was part of a scheme to hinder, delay, or defraud creditors that involved:

- (1) The transfer of all or part ownership of, or other interest in, the Property without the consent of the secured creditor or court approval; and/or
- (2) Multiple bankruptcy cases affecting the Property.
- (3) The court makes does not make cannot make a finding that the Debtor was involved in this scheme.
- (4) If recorded in compliance with applicable state laws governing notices of interests or liens in real property, this order is binding in any other case under this title commenced by or against any debtor who claims any interest in the Property purporting to affect such real property filed not later than 2 years after the date of the entry of this order by the court, except that a debtor in a subsequent case under this title may move for relief from this order based upon changed circumstances or for good cause shown, after notice and a hearing. Any federal, state or local government unit that accepts notices of interests or liens in real property shall accept any certified copy of this order for indexing and recording.

4. As to Movant, its successors, transferees and assigns, the stay of 11 U.S.C. § 362(a) is:

- a. Terminated as to the Debtor and the Debtor's bankruptcy estate.
- b. Modified or conditioned as set forth in Exhibit _____ to this order.
- c. Annulled retroactive to the bankruptcy petition date. Any postpetition acts taken by or at the request of the Movant to enforce its remedies regarding the Property, including without limitation entry of any order, judgment or writ, do not constitute a violation of the stay.

5. Movant may enforce its remedies to obtain possession of the Property, including lockout, in accordance with applicable nonbankruptcy law, but may not pursue any monetary claim against the Debtor or property of the estate for amounts attributable to the period before the bankruptcy was filed except by filing a proof of claim pursuant to 11 U.S.C. § 501.

6. Movant shall not cause the Debtor to be locked out before (date) _____.

7. The co-debtor stay of 11 U.S.C. § 1201(a) or § 1301(a) is terminated, modified or annulled as to the co-debtor, on the same terms and conditions as to the Debtor.

8. The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

9. This order is binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of the Bankruptcy Code.

10. This order is binding in any other bankruptcy case commenced by or against any debtor who claims any interest in the Property, or purporting to affect the Property filed not later than 2 years after the date of entry of this order, except that a debtor in a subsequent case may move for relief from this order based upon changed circumstances or for good cause shown, after notice and hearing.

11. This order is binding and effective in any bankruptcy commenced by or against the Debtor for a period of 180 days from the hearing of this Motion.

12. This order is binding and effective in any bankruptcy commenced by or against any debtor who claims any interest in the Property for a period of 180 days from the hearing of this Motion.

- a. without further notice.
- b. upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.

13. A designated law enforcement officer may evict the Debtor and any other occupant from the Property regardless of any future bankruptcy case concerning the Property for a period of 180 days from the hearing of this Motion.

a. without further notice.

b. upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.

14. Other (*specify*):

###

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
1101 DOVE STREET, SUITE 220, NEWPORT BEACH, CA 92660

A true and correct copy of the foregoing document entitled (*specify*): STIPULATION FOR ORDER GRANTING CWCA O'DONNELL IRVINE 65, L.L.C.'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY (UNLAWFUL DETAINER) will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 12/01/2014, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

ATTORNEY FOR MOVANT: Jeanne M Jorgensen, jjorgensen@pj-law.com, esorensen@pj-law.com

ATTORNEY FOR UNITED STATES TRUSTUEE: Elizabeth A Lossing, elizabeth.lossing@usdoj.gov

ATTORNEY FOR INTERESTED PARTY: David M Mannion, DMannion@BlakeleyLLP.com, ECF@BlakeleyLLP.com

UNITED STATES TRUSTEE (SA): ustpregion16.sa.ecf@usdoj.gov

ATTORNEY FOR DEBTOR: Christopher P Walker, cwalker@cpwalkerlaw.com, lhines@cpwalkerlaw.com

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On 12/01/2014, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

JUDGE::

Hon. Erithe A. Smith
U.S. Bankruptcy Court
411 W. Fourth Street, Suite 5040
Santa Ana, CA 92701

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on 12/01/2014, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

12/01/2014 ERIKA L. SORENSEN
Date Printed Name

/s/ Erika L. Sorensen
Signature

1 **NOTE:** When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in
2 Category I.
2 Proposed orders do not generate an NEF because only orders that have been entered are placed on the
3 CM/ECF docket.

3 **PROOF OF SERVICE OF DOCUMENT**

4 I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business
5 address is: ~~18101 Von Karman Avenue, Suite 510, Irvine, CA 92612, 505 S Villa Real Drive~~
~~Ste 103, Anaheim Hills CA 92807~~
6 A true and correct copy of the foregoing document described DEBTOR'S NOTICE OF MOTION AND
7 MOTION FOR ORDER APPROVING: DISMISSAL OF BANKRUPTCY CASE; AND RESERVATION OF
8 JURISDICTION FOR PAYMENT OF ANY U.S. TRUSTEE FEES AND ANY FEE APPLICATIONS
MEMORANDUM OF POINTS AND AUTHORITES AND DECLARATION OF BRIAN HOROWITZ
will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-
2(d); and (b) in the manner indicated below:

10 **I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to
controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served
11 by the court via NEF and hyperlink to the document. On December 3, 2014, I checked the CM/ECF docket
for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the
12 Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

13 Service information continued on attached page

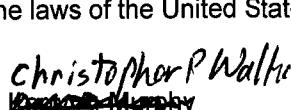
14 **II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL**(indicate method for each person or entity served):
On December 3, 2014, I served the following person(s) and/or entity(ies) at the last known address(es) in
15 this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed
envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service
addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be
16 completed no later than 24 hours after the document is filed.

17 Service information continued on attached page

18 **III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for
each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on December 3, 2014, I
19 served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing
to such service method), by facsimile transmission and/or email as follows. Listing the judge here
20 constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after
the document is filed.

21 Hon. Erithe A. Smith (personal delivery)
22 Service information continued on attached page

23 I declare under penalty of perjury under the laws of the United States of America that the foregoing is true
24 and correct.

25 
Christopher P. Walker
Domenic Murphy


Christopher P. Walker
Domenic Murphy

26 December 3, 2014

Date

Type Name

Signature

1 I. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

2 • Jeanne M Jorgensen jjorgensen@pj-law.com, esorensen@pj-law.com
3 • Elizabeth A Lossing elizabeth.lossing@usdoj.gov
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7 •

8 II. **SERVED BY U.S. MAIL**

9 • SEE ATTACHED SERVICE LIST
10

11 II. **SERVED BY U.S. MAIL**

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Yongkang Huari Imp & Exp Co
Add 9/f Xintian Building No. 580
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Kangshan Industrial Zone
Anji County
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